



City of Tukwila  
**Community Services  
 and Safety Committee**

- ◆ Kathy Hougardy, Chair
- ◆ Mohamed Abdi
- ◆ Tosh Sharp

<u>Distribution:</u>	
K. Hougardy	Mayor Ekberg
M. Abdi	D. Cline
T. Sharp	R. Bianchi
T. McLeod	C. O'Flaherty
	A. Youn
	L. Humphrey

# AGENDA

**MONDAY, FEBRUARY 14, 2022 – 5:30 PM**

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES  
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS  
 MEETING IS: 1-253-292-9750, Access Code 46754417#**

**Click here to: [Join Microsoft Teams Meeting](#)**

**For Technical Support during the meeting call: 1-206-433-7155.**

Item	Recommended Action	Page
<b>1. BUSINESS AGENDA</b>		
a. A grant agreement for the Summer Experiences and Enrichment for Kids Fund. <i>John Dunn, Recreation Superintendent</i>	a. Forward to 2/28 Special Meeting Consent Agenda.	<b>Pg.1</b>
b. An Interlocal Agreement for fire investigations. <i>Jay Wittwer, Fire Chief</i>	b. Forward to 2/28 C.O.W. and 3/7 Regular Mtg.	<b>Pg.27</b>
c. An update on the Police Department Co-Responder Program. <i>Jackie Harris, Co-Responder</i>	c. Discussion only.	<b>Pg.35</b>
d. A proposal for safe and sane fireworks. <i>Laurel Humphrey, Legislative Analyst</i>	d. Committee consideration/ decision.	<b>Pg.45</b>
<b>2. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** *February 28, 2022*



The City of Tukwila strives to accommodate individuals with disabilities.

Please contact the City Clerk's Office at **206-433-1800** ([TukwilaCityClerk@TukwilaWA.gov](mailto:TukwilaCityClerk@TukwilaWA.gov)) for assistance.





## INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Tracy Gallaway, Parks & Recreation Director**

BY: **John Dunn, Recreation Superintendent**

CC: **Mayor Ekberg**

DATE: **February 14, 2022**

SUBJECT: **Summer Experiences & Enrichment for Kids Fund (SEEK Fund)**

### **ISSUE**

Seeking authorization for the Mayor to sign Service Contract with Association of Washington Cities in the amount of \$281,440.

### **BACKGROUND**

In summer 2021, Washington Recreation and Parks Association (WRPA) announced that they were working with The Association of Washington Cities (AWC) and the Office of Superintendent of Public Instruction (OSPI) to develop a process for applying and receiving grant funds specifically for summer experiences for youth in Washington State. The City of Tukwila Parks & Recreation Department was awarded \$49,100 for the summer of 2021.

In fall 2021 a new grant opportunity was announced. Applicants were allowed to apply for up to three program areas. We applied for three areas which we thought would be of great benefit to youth and families in Tukwila:

- Summer Recreation Scholarship Program - \$100,000
- The Outdoor Recreation Program - \$115,000
- Youth Ecology & Restoration Stewards Program - \$66,440

On January 28, 2022, we were notified that we were awarded for all three applications which total \$281,440. Funds are to be used between April 15, 2022 & September 1, 2022.

### **DISCUSSION**

This grant is specifically awarded based on the following areas.

#### ***Summer Recreation Scholarship Program: \$100,000***

This program will be used to scholarship kids entering Kindergarten through 12<sup>th</sup> grade into summer programs. The purpose of this grant is to help remove the barrier of cost to access programs that promote and encourage socialization, outdoor recreation, and provide for the safe space for parents to send their children so they can work during the day. Example: this scholarship can be used to expand Camp Tukwilly, or provide for TeenVenture Camp, sports camps, and some preschool camps.

#### ***The Outdoor Recreation Program: \$115,000***

This program will be built from the ground up to provide outdoor recreation experiences for Tukwila youth. This program will provide transportation, staff, equipment, and entry fees for youth in Tukwila to travel around the Puget Sound to experience a variety of true outdoor recreation. The purpose is to offer Youth and Teens opportunities for outdoor recreation that

they may not normally have access to while living in an urban environment. Youth and Teens will travel to various national and state parks, nature preserves and other locations. Hiking, canoeing, camping and other wilderness activities will be offered. Outdoor education, Zoo & aquarium Visits, ropes courses, fishing and other activities are all potential outings. Trips will be run 2-3 days a week during the summer.

**Youth Ecology & Restoration Stewards (YERS) Program: \$66,440**

Youth Ecology & Restoration Stewards (YERS) program will be piloted in April-September 2022, funded by the SEEK Grant, supported by the Green Tukwila Program. YERS empowers youth from immigrant and refugee communities by supporting local organizations, Partner in Employment (PIE), and Bhutanese Community Resource Center (BCRC) to teach environmental education, healthy eating, and green job training in Tukwila's Parks System. Youth will learn about ecosystem restoration through hands-on training to inspire exploration and awareness in natural areas and exposure to natural resource career paths while impacting a local park.

PIE will lead five weeks of paid job training in Tukwila Park while teaching ecology, restoration basics, how to use tools, watershed awareness, and supporting youth with resume development and job counseling.

BCRC will teach youth about current threats the environment faces like plastics, litter, climate change, global warming, and ways to help the environment with hands-on training about forest ecology, native and invasive plants, nurturing established forests, and living healthy. BCRC will steward Tukwila Park through forest restoration, the second part of their program will be litter clean up at Cascade View Community Park. BCRC will focus on healthy eating and will be taking a tour to a local farm run by migrants, all youth will receive a culturally appropriate produce box monthly.

**FINANCIAL IMPACT**

There is no matching requirement for the City. This is a reimbursement grant which will require Finance to include a budget amendment at year end for these programs. Staff would track expenditures and submit for reimbursement. Both revenue and expenditures budgets will be adjusted and net effect on ending fund balance will be zero.

**RECOMMENDATION**

The Council is being asked to authorize the Mayor to sign the award contract and consider this item for consent agenda at the February 28, 2022, Special Meeting.

**ATTACHMENTS**

Association of Washington Cities Service Contract

**Association of Washington Cities  
Service Subcontract (“Subcontract”) with**

**Tukwila Parks & Recreation**

through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)

**For**

<b>Jurisdiction Name</b>	Tukwila Parks & Recreation
<b>Program Description</b>	<ol style="list-style-type: none"><li>1. Outdoor Recreation Program</li><li>2. Summer Recreation Scholarship Program</li><li>3. Youth Ecology &amp; Restoration Stewards (YERS)</li></ol>

**Start date:** April 15, 2022

**End date:** November 15, 2022

# FACE SHEET

Subcontract Number: 22-76

## Association of Washington Cities (AWC)

### Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

<b>1. Subcontractor</b> City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188		<b>2. Subcontractor Doing Business As (optional)</b>  	
<b>3. Subcontractor Representative</b> Mayor Allan Ekberg		<b>4. AWC Representative</b> Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org  1076 Franklin Street SE Olympia, WA 98501	
<b>5. Subcontract Amount</b> \$281440	<b>6. Start Date</b> April 15, 2022	<b>7. End Date</b> November 15, 2022	<b>8. Tax ID #</b> 91-6001519
<b>9. Subcontract Purpose</b> Carry out summer activities under the OSPI SEEK program as described in Attachment A. Type text here			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
<b>FOR SUBCONTRACTOR</b>  <hr/> <hr/> Date		<b>FOR Association of Washington Cities</b>  <hr/> <hr/> Date	

Last revision 11/23/2021

# SEEK Funding Opportunity Subcontractor Funding Agreement

## 1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

## 2. **PAYMENT**

AWC shall pay an amount not to exceed **\$281440** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

## 3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-76**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

### Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

### Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## SEEK Funding Opportunity Subcontractor Funding Agreement

### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

#### **6. INSURANCE**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.



## SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

**e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

### **7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

## SEEK Funding Opportunity Subcontractor Funding Agreement

### SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

## SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.

Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

## SEEK Funding Opportunity Subcontractor Funding Agreement

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.



## SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

## SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## SEEK Application & Scope of Work

***Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application***

### **Outdoor Recreation Program**

The Outdoor Recreation Program will be a program built from the ground up to provide outdoor recreation experiences for Tukwila youth. This program will provide transportation, staff, equipment and entry fees for youth in Tukwila to travel around the Puget Sound to experience a variety of true outdoor recreation. Youth and Teens will travel to various national and state parks, nature preserves and other locations. Hiking, canoeing, camping and other wilderness activities will be offered. As part of the program, participants will learn about nature, learn new skills, and have exposure to experiences that they most likely would not otherwise have while living in Tukwila. Each week the camps or trips will be sized to encourage socialization with others and promote healthy, physical activity. By getting away from their normal environment and experiencing new activities, the participants will get the much-needed break for their mental health. With the diversity and high percentage of low income families and children in Tukwila, most youth and teens do not have the means to participate in an experience like this. Transportation and financial ability are the 2 biggest reasons they could not participate. If awarded this grant, Tukwila youth and teens would have access to this program with our staff providing the transportation along with all other costs to this program. In addition, we would attempt to hire bilingual staff to assist with communications with ESL students or bring in a translator if needed. Information and forms will be translated into at least 6 various languages to remove the language barrier. Registration will be available by phone, in person and we will deliver information to be sent out by the school to help get the word to all families. In addition, our Teen program has an extensive social network and communication with the local teens that will help spread the word through their chosen communication methods. These funds will help develop and offer this program as we have never had an outdoor program. Our normal budget is fully in use with what we normally provide, and this will give us an opportunity to offer a completely new experience for our youth and teens. We have wanted to try an outdoor program but working within our current budgets have not given us the opportunity to truly build it. If we are able to provide this program and show the need in our community, we will then be able to show our council the outcomes for them to provide future funding to continue the experiences. We have worked with or will work with the following organizations to help spread the word to families in Tukwila: Somali Health Board, Access To Our Community, Tukwila Children's Foundation, Tukwila School District. These partners will be for outreach, Tukwila staff will supervise children at all times. All expenses will be covered with this grant. No fees will be charged to the participants. Depending on the activity for the day or week, participants will be outside 6-8 hours each day of program. If awarded the grant, Tukwila Staff will begin planning and reserving activities to lock in the schedule. A summer intern or lead supervisor will be hired in April to complete programming and take on the lead role for the program and hiring staff for the summer. Programs will begin the last week of June and will continue through the last week of August. Activities will be scheduled at least 2-3 days a week during this time and will vary depending on the location and availability of the activity.

### **Summer Recreation Scholarship Program**

During COVID, many Tukwila families have not been able to participate in programs due to the financial burden that has been placed on them. This can be due to the cost of the program or the need for

childcare as parents need to work to support the family. The Tukwila Summer Recreation Scholarship Program will provide scholarships for Tukwila families impacted by COVID and/or childcare issues to attend recreational based programs provided by Tukwila Parks & Recreation or other agencies. Youth & Teens will be able to participate in any recreational program that is outdoor based, childcare based or has a social element to encourage social engagement. By emphasizing outdoor, childcare, or social programs, we are supporting and promoting the students to connect socially, engaging in physical activity, and getting the youth into the outdoors. With the diversity and high percentage of low-income families and children in Tukwila, most youth and teens do not have the means to participate in an experience like this. Transportation and financial ability are the 2 biggest reasons they could not participate. If awarded this grant, Tukwila youth and teens would have access to various programs to support their needs including potentially programs closer to their homes that may be provided by other agencies. Information and forms will be translated into at least 6 various languages to remove the language barrier. Registration will be available by phone, in person and we will deliver information to be sent out by the school to help get the word to all families. These funds will be used to support those that truly need the help. In the past, we just lowered fees for all participants. If we can develop a scholarship program, then those that can afford the programs can pay normal, and we can provide scholarships to those that need it. We have worked with or will work with the following organizations to help spread the word to families in Tukwila: Somali Health Board, Access To Our Community, Tukwila Children's Foundation, Tukwila School District. These partners will be for outreach, Tukwila staff will always supervise children. This grant will be used to provide free access to paid programs for those that are on free or reduced lunch program, experiencing childcare issues due to financial or other issues, or otherwise impacted by COVID. Depending on the program chosen to register in, participants will be outside 3-8 hours each day of program. If awarded the grant, Tukwila Staff will develop the scholarship program for any activities that are schedule between June 1st and September 2nd, 2022.

### **Youth Ecology & Restoration Stewards (YERS)**

Youth Ecology & Restoration Stewards (YERS): Fostering Youth Development through Environmental Education, Stewardship, and Job Training. A program of Tukwila Parks and Recreation's Mission: YERS will provide youth with educational opportunities to learn about ecosystem restoration through hands-on training to inspire exploration and awareness in natural areas and exposure to natural resource career paths while impacting a local park. YERS funding request \$66,440.00 The YERS program empowers non-profits to partner with local government to restore urban forests and green spaces, learn about current environmental issues and remove barriers from outdoor opportunities. YERS youth will work in the Tukwila Park system and learn about the watershed, wildlife habitat, invasive and native plants and trees, litter clean-up, scientific observation skills, and how to properly use and care for tools. Through positive work experience and teamwork development, youth will build professional skills, a sense of responsibility and self-sufficiency, a long-term community service ethic, and the awareness of green jobs as a possible career path. The YERS program will be based in the Tukwila Park system, utilizing multiple parks for exposure to different environmental landscapes and bringing awareness to local parks. Tukwila Parks and Recreation will be partnering with two non-profits to create the YERS program, Partner in Employment (PIE) and the Bhutanese Community Resource Center (BCRC). Partner in Employment (PIE) is a 501(c)3 non-profit organization that aims to address employment challenges among refugees and immigrants in Washington. PIE's staff, board members, and volunteers bring a deep understanding of the diverse needs of South King County's new communities. By providing in-language, culturally competent program designs that responsively support the goals of each client, PIE can build sustainable self-reliance in the immigrant and refugee community. PIE pays all youth a living wage for their work in the Green Training Program and works with youth to

support their future careers. The Bhutanese Community Resource Center (BCRC) is a 501(c)3 non-profit organization whose objective is to provide direct services to Bhutanese refugees who come to Washington for resettlement. BCRC provides volunteer services to newly arrived refugees in various capacities. BCRC works closely with the community in identifying and addressing their needs. BCRC also works closely with Bhutanese youths by organizing events and other youth engagement projects within and out of the community. YERS will enhance access to youth that have been historically underserved by empowering community leaders to broadcast the program within their network. Translators and transportation will be addressed to encourage youth participation. YERS aims to support immigrant and refugee families that are historically not represented in the environmental field. SEEK funding will enable Tukwila Parks & Recreation to partner with non-profits to offer this opportunity to underserved youth. Without funding, Tukwila Parks and Recreation is not able to provide the YERS program in 2022. YERS, Two-Part Program: Part 1: The Partner in Employment Youth Restoration Training Crew is a paid job training program that seeks to connect immigrant and refugee youth from South King County with paths into environmental and green careers. The goal will be accomplished by training and working with youth to complete environmental restoration projects providing environmental education to address other areas of environmental science and the why's behind restoration projects bringing in guest speakers to provide information on a wide variety of environmental career paths and help youth to make connections in fields of interest providing culturally relevant support to youth from PIE case managers as they progress through their career paths Partner in Employment with the support of Tukwila Parks and Recreation will run five weeks of programming between April- September. The Spring quarter will be two weeks, with hours after school and up to 10 youth, each completing 20 hours of field time per week. The Summer quarter will be three weeks, with up to 10 youth, each completing 30 hours of field time per week. Part 2: The Bhutanese Community Resource Center will offer a series of bi-weekly, hands-on, two-hour workshops throughout the summer in multiple parks in Tukwila. Youth will learn about current threats the environment faces like plastics, litter, climate change, and global warming and ways to help the environment by learning about forest ecology, native and invasive plants, nurturing established forests, and living healthy. These youth have been historically isolated from these types of activities due to culture, transportation, and language barriers. Many of the Bhutanese youth live in small apartments with multiple family members, and they spend countless hours plugged into technology and watching television. Offering an outdoor training program will bring awareness to the local environment, expand their social network while giving them job skills and physical activity. Through this project, the Bhutanese Community Resource Center would like to provide culturally appropriate fresh produce (bag) once a month to the youth and provide education around how to eat healthy and why to eat healthy. Produce will be sourced from refugee/immigrant farmers in King County. The Bhutanese Community Resource Center will take the youth on one farm visit to learn about the land, the importance of local foods, and meet immigrant/refugee farmers. YERS will be a free program for youth and marketed through Tukwila Parks and Recreation's social media platforms, flyers, non-profits, and community leaders.

## Budget &amp; Project Costs Worksheet

## Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Outdoor Recreation Program

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$60000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$15000
Scholarships or subsidies	\$
Transportation	\$15000
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$25000
**Meals	\$
Other (please specify)	\$
<b>TOTAL</b>	<b>\$115000</b>

Project: Summer Recreation Scholarship Program

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$
Scholarships or subsidies	\$100000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
<b>TOTAL</b>	<b>\$100000</b>



Project: Youth Ecology & Restoration Stewards (YERS)

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$22645
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$3595
Scholarships or subsidies	\$
Transportation	\$2450
Facilities	\$
Professional Services (please be specific on type of service)	\$1500
Fees (such as entrance fees for field trips)	\$1000
**Meals	\$
Other (please specify)	\$35250
<b>TOTAL</b>	<b>\$66440</b>

**Subcontractor Reporting Requirements**

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

Name of Agent	Address

**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor’s obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor’s personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



## **INFORMATIONAL MEMORANDUM**

**TO:** Community Services & Safety Committee  
**FROM:** Jay C. Wittwer, Fire Chief  
Norm Golden, Deputy Chief  
**BY:** Jay C. Wittwer, Fire Chief  
**CC:** Allan Ekberg, Mayor, David Cline, City Administrator  
**DATE:** 01/16/2022 02/04/2022 (update)  
**SUBJECT:** Interlocal Agreement (ILA) for Fire Investigation Services

### **CURRENT STATUS**

Fire Investigation to determine the origin and cause of every fire is mandated by law. Incendiary and suspicious fires are then referred to Law Enforcement for follow up investigations. Fire Investigations in Tukwila is conducted by the Tukwila Fire Marshal's Office (FMO) using the Fire Marshal, or one of the two Deputy Fire Marshals. It is difficult to plan for fire investigation needs as fires are unplanned events. This disrupts the scheduled inspections and meetings that support development/code enforcement.

Tukwila has about 75 fire investigations for Origin and Cause each year. The regular caseload for an experienced fire investigator is between 60-70 cases per year.

Puget Sound Regional Fire Authority (PSRFA) is restructuring their Fire Investigation team and is open to a joint effort to better address this dynamic need. There is an opportunity to join PSRFA to provide origin and cause investigation services to both PSRFA and the City of Tukwila. A one-year trial period would provide a chance to see if this model is a more sustainable procedure for fire investigation in the City of Tukwila.

### **DISCUSSION**

An Interlocal Agreement (Collaborative Services Agreement) will be shared with CSS next month. The following has been agreed to between the parties with the following terms:

- One-year agreement for 2022, renewable for consecutive years (in the event further consolidation does not occur).
- PSRFA provides origin/cause fire investigations to the City of Tukwila, and partners with law enforcement (Tukwila PD, KCSO, ATF) as needed to assist with the investigation of incendiary fires in the city.
- Tukwila Fire provides one Full Time Position (FTE) Captain Aaron Johnson to the PSRFA fire investigations unit.
  - Captain Johnson remains an employee of TFD; he will work 4 'tens' out of PSRFA Station 74 under the direction of Fire Investigation Unit supervisor Ken Goll.

- Captain Johnson may work out of TFD whenever it suits his needs and the needs of the unit.
- All PSRFA investigators, including Captain Johnson, will investigate fires throughout the RFA's service area and in the city of Tukwila. They will share in the associated 'standby' burden.
- TFD will continue to provide a vehicle, portable radio, uniforms, etc.
- PSRFA will provide a laptop / connectivity and office space at station 74.
- The Tukwila FTE assigned will report to the Fire Chief Directly with any City of Tukwila specific issues.
- This agreement will benefit both agencies and others that may join in the future, as it will provide for a sustainable model for fire investigation services.
- The expectations include 24/7 coverage for fire investigations and that all current reports / processes will continue with this agreement. View ILA document under Services 1.1 through 1.7 that defines services and a 24/7 (standby) coverage.

Currently Tukwila Fire Department is not staffed sufficiently to handle the workload of fire investigations. As of this year we have had approximately 80 fire investigations, that have come in groups. All fire investigators in the FMO are working on investigations while trying to balance their other schedule. A dedicated fire investigator will bring a more experienced level of investigations to our community as well as eliminate the impacts of investigations on the other services of the FMO.

#### **FINANCIAL IMPACT**

No new financial impacts. Staffed with one FTE from the current assignment to the FMO. No other financial impact will be incurred outside of the discussion points above.

#### **RECOMMENDATION**

Staff recommends this Interlocal Agreement be forwarded to the February 28, 2022 Committee of the Whole and March 7, 2022 Regular Meeting.

#### **ATTACHMENTS**

ILA has gone through a legal review and approved by both agencies.

02.12.22 ILA

## COLLABORATIVE SERVICES AGREEMENT

This Agreement is entered into between Puget Sound Regional Fire Authority a municipal corporation, hereafter referred to as "Puget Sound Fire", and the City of Tukwila a municipal corporation, hereafter referred to as "Tukwila."

### RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Puget Sound Fire and Tukwila currently maintains and operates their own fire based operations to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is recognized that Tukwila and Puget Sound Fire have personnel that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the personnel to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level of service and care provided to the citizens of both parties.
4. Both parties desire to provide fire and emergency medical services at the highest possible efficiency level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.
5. The parties desire to cooperate and to coordinate programs, projects, and services while providing, maintaining or enhancing the service levels established by the governing body of each party.
6. The parties have concluded that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the parties as follows:

#### 1. Scope of Agreement

- 1.1. The scope of this Agreement includes fire and emergency medical services and intentionally allows for collaboration in the delivery of such services, through collaborative projects, programs, using combined resources and personnel. (collectively referred to as "Collaborative Activities")
- 1.2. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.
- 1.3. The Fire Chiefs of Puget Sound Fire and Tukwila shall determine, identify and implement Collaborative Activities under this Agreement by identifying the scope of the Collaborative Activity and the budgetary needs of the Collaborative Activity in the form of Collaborative Activities Exhibits to this Agreement. Collaborative Activities Exhibits shall become a binding part of this Agreement upon approval by the Puget Sound Fire and Tukwila legislative bodies.

Each Collaborative Activities Exhibit shall be independently subject to the termination provisions in Section 2 unless a different termination period is specified in the Collaborative Activities Exhibit.

**1.4.** The initial Collaborative Activities Exhibits to this Agreement are:

**1.4.1.** Exhibit A – FIRE INVESTIGATIONS

**1.5.** Both parties shall maintain a duplicate original of this Agreement with all current and future Collaborative Activities Exhibits attached.

**2. Term.** This Agreement and Collaborative Activities Exhibits shall be effective on execution by both parties and shall continue until either party shall give to the other 30 days written notice of termination of the Agreement or on December 31, 2022, whichever occurs sooner.

**3. Employment Status.**

**3.1. Puget Sound Fire Personnel.** Puget Sound Fire personnel who provide services under this Agreement shall remain personnel of Puget Sound Fire and shall not be considered personnel of Tukwila. Puget Sound Fire shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. Puget Sound Fire personnel shall not be entitled to any benefit provided to personnel of Tukwila.

**3.2. Tukwila Personnel.** Tukwila personnel who provide services under this Agreement shall remain personnel of Tukwila and shall not be considered personnel of Puget Sound Fire. Tukwila shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. Tukwila personnel shall not be entitled to any benefit provided to personnel of Puget Sound Fire.

**4. Finances.** Each party shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and benefit charge. The parties recognize that each party will be contributing a similar amount of resources to the identified Collaborative Activities and neither party will seek additional compensation from the other unless such additional compensation is specifically identified in a Collaborative Activities Exhibit.

**5. Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

**6. Insurance.** Each of the parties shall provide insurance coverage for all operations, facilities, equipment and personnel of its agency. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.



## **7. Dispute Resolution.**

- 7.1.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
- 7.2.** If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 7.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 7.4.** Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 7.5.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## **8. Miscellaneous:**

- 8.1. Administration.** This Agreement shall be administered by the Fire Chiefs or Designees.
- 8.2. Property Ownership.** This Agreement does not provide for jointly owned property unless specific provision is made for joint ownership in a Collaborative Activities Exhibit. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.
- 8.3. Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing

if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

**8.4. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

**8.5. Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

**8.6. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

**8.7. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

**8.8. Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either of the party's websites in accordance with RCW 39.34.040.

**PUGET SOUND REGIONAL  
FIRE AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Matthew Morris, Fire Chief

By: \_\_\_\_\_  
Allan Ekberg, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**FIRE INVESTIGATIONS**

**1. Services.**

- 1.1. Puget Sound Fire shall provide origin/cause fire investigations to Tukwila. Including 24/7 (standby) fire investigation coverage.
- 1.2. Tukwila shall provide law enforcement support to Puget Sound Fire as needed to assist with the investigation of incendiary fires in Tukwila.
- 1.3. Tukwila shall provide one FTE (at the rank of Captain) to the Puget Sound Fire fire investigations unit.
- 1.4. The Tukwila Captain will work 4 'tens' out of Puget Sound Fire station 74 under the direction of Puget Sound Fire unit Captain.
- 1.5. The Tukwila Captain may work out of Tukwila facilities as necessary to promote efficiency of the Captain's time and the needs of the fire investigations unit.
- 1.6. All Puget Sound Fire investigators, including the Tukwila Captain, will investigate fires throughout Puget Sound Fire's service area and in Tukwila without regard to political boundaries. All investigation service priorities shall be equitable between Tukwila and Puget Sound Fire.
- 1.7. All Puget Sound Fire investigators, including the Tukwila Captain, shall share in the associated 'standby' burden.
- 1.8. Tukwila will continue to provide the Tukwila Captain a vehicle, portable radio, uniforms, etc. Puget Sound Fire will provide a laptop / connectivity and office space at Puget Sound Fire station 74.
- 1.9. Puget Sound Fire shall provide a monthly report, in a format mutually agreeable to both Puget Sound Fire and Tukwila, of all fire investigations performed, including but not limited to the status and disposition of each fire investigation.


**2. Compensation.**

- 2.1. Tukwila's provision of the Tukwila Captain constitutes adequate consideration for the services provided by Puget Sound Fire, and Puget Sound Fire's services to Tukwila provide adequate consideration for Tukwila's assignment of the Tukwila Captain to the Puget Sound Fire fire investigations unit.

**3. Term.**

- 3.1. The term of this Exhibit shall be for one calendar year from January 1, 2022 through December 31, 2022.





# Introduction and Update on the Tukwila Police Department and Sound Health's Co-Responder Program

Jackie Harris LMHC MHP

MA in Applied Psychological Sciences

Over 5 years in the Behavioral Health Field

## Goal of Program

- The goal of this program is to put troubled non-violent people in the hands of behavioral health professionals and divert them from hospitalization or jail into support services.
- This work is intended to lower re-offense rates, reduce the incidence of incarceration, and result in fewer emergency department or psychiatric hospital visits.

# Improvements to Prior Interactions with Law Enforcement

- Officers would call the Mobile Crisis Team, often waiting hours due to call volume and demand, with mixed results. This left officers with no immediate resource to meet in the field to assess and offer resources to citizens in crisis.
- Where I can deploy immediately and build rapport with community members to help with follow-up contacts and further communications.
- Officers would send someone to the hospital for a Mental Health evaluation, who would leave before receiving an assessment by social workers, then return to the streets often with more contacts by the officers.
- I can write petitions and documentation that help the person in crisis be evaluated by the Social Workers and provide follow up connections that the hospital discharge planning may not provide.

## Improvements to Prior Interactions with Law Enforcement

- Officers would have on-going contacts with no long-term solutions for the community members.
  - I have the resource information and contacts to help connect community members to resources.
- Community members were less likely to interact openly with the police due to personal opinions or occurring situations.
  - My dress, job title and connection with Sound have shown to be an asset to deescalating situations and more productive conversations about their needs and goals.
- Officers had concerns over the new law implications on interactions with those in a crisis.
  - I offer another form of de-escalation which decreases the levels of force needed in an interaction.



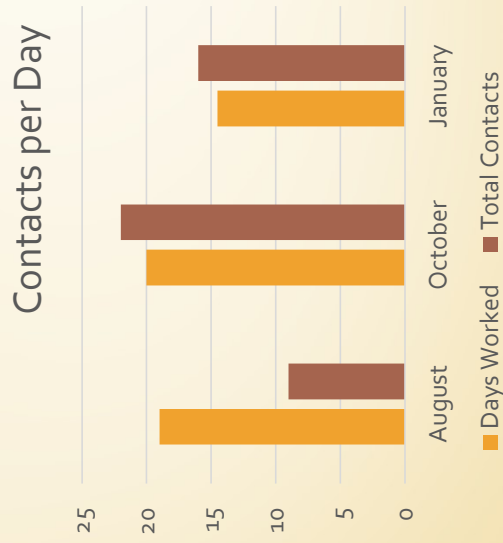
# On-Boarding

- I started August 1<sup>st</sup> 2021 in this position.
- We started with a few weeks of logistical training, learning the ins and outs of the station, programs, learning together what I will need to effectively complete my job objectives.
- I attended patrol tactics, radio and police database specific trainings.
- I spent time riding along with patrol officers to learn the area and start finding calls that I could assist in.

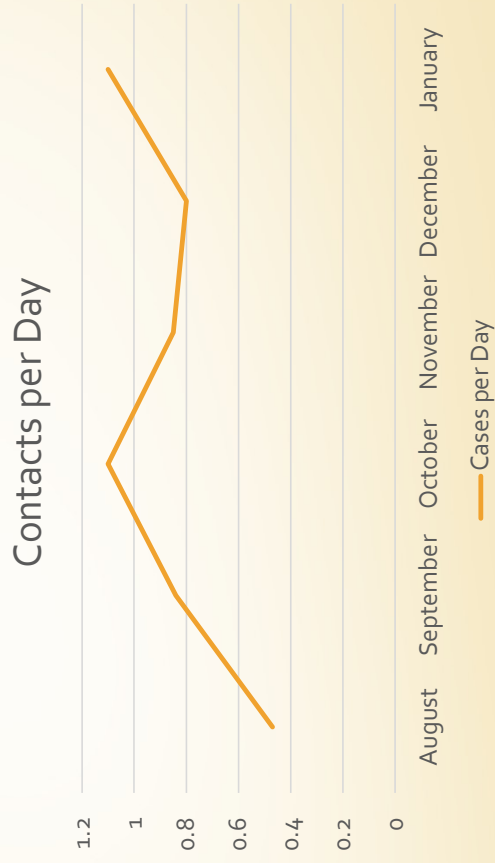
## Trainings from Me

- I have talked with each section of Patrol, explaining my intended role and how I can best support officers and community members. I also explained how the involuntary treatment system works.
- Gave a presentation to Southcenter Mall store employees about the Co-Responder program and Mental Health.
- Gave a presentation to the Court Services on Suicidal Ideation and Prevention.
- Any chance I get to have a learning moment with officer or the public I take.

# Statistics



January is low for days worked due to contracting Covid.



## Success Stories

- Worked with an individual struggling with substances, following up with them and their social supports, giving them substance use resources and treatment facilities, which he entered voluntarily.
- Collaborating/coordinating care and creating warm hand-offs with behavioral health agencies and community members.
- Assessed an individual that needed an acute level of care due to setting fires in the community and got them to the appropriate provider.
- Worked with families of community members in crisis to get resources and explain the systems their beloved is now in.
- Worked with the counseling department at Foster High School to help teens in suicidal crisis to get to a safer environment.
- An officer recommended an appropriate resource, they did not know about prior, to a family and passed the case onto me to conduct follow up.

# Conclusion

- It is an amazing opportunity to be able to provide this service to the City of Tukwila. I see the improvements and changes in those in the community I have interacted with as well as my peers here in the department. We have achieved multiple success stories in the last six months. I am excited to grow this program to new heights and continue to serve this beautifully diverse community.





## INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**  
FROM: **Laurel Humphrey, Legislative Analyst**  
DATE: **February 8, 2022**  
SUBJECT: **Safe & Sane Fireworks**

### **ISSUE**

The City Council has received a request to modify the fireworks ban to allow “Safe and Sane” ground fireworks.

### **BACKGROUND**

All fireworks are prohibited in Tukwila pursuant to TMC Chapter 16.16, International Fire Code. Other than persons or organizations granted a permit for a public display, it is illegal to manufacture, sell, store, or discharge fireworks in the city.

A resident has requested that the City Council consider modifying the code to allow “Safe and Sane” fireworks to be sold and discharged within city limits. Safe & Sane is a descriptor often used for types of fireworks that are ground-based and not projectile or explosive. Examples include fountains, sparklers, smokeballs, pinwheels, etc.

If the Council wishes to amend the code to allow certain types of fireworks, an ordinance will need to be developed and brought back to Committee for discussion. As there is significant public interest in fireworks enforcement, staff suggests public outreach via communications channels such as social media, Hazelnut, and e-Hazelnut.

Please see attachments for more details about the proposal as well as samples from other jurisdictions. The Police Chief and Fire Chief will be in attendance to answer any questions from their respective perspectives.

### **RECOMMENDATION**

Staff is seeking Committee direction on next steps.

### **ATTACHMENTS**

- Proposal by Katrina Dohn
- Mount Vernon, WA Municipal Code Chapter 8.24
- Mount Vernon, WA Flyer
- Snoqualmie, WA Flyer





# Modified Fireworks Ban Proposal – Tukwila, WA

I am proposing that the City Council of Tukwila, WA consider modifying their current ban on the sale and discharge of fireworks in the city of Tukwila.

My proposal is as follows:

1. **Modify the ban to allow ground-based, often called Safe and Sane, fireworks to be sold and discharged within Tukwila city limits.** These fireworks include fountains and other items that stay ground-based. None of these items have loud reports (booms), so do not tend to be traumatic to pets and veterans. I have attached a link to a sample list from another city who has allowed these types of fireworks.
2. **Allow non-profit groups to operate the fireworks locations within Tukwila,** thus bringing in significant revenue to their groups. By operating a location for one week, non-profits can make a significant amount of money, thus allowing them to expand the work they are doing within the community.
3. **Maintain the ban on aerial and explosive fireworks.** These are the fireworks that the vast majority of people complain about, and that statistically cause almost all fireworks problems. The police will be able to continue the enforcement of the ban on these items.
4. **Pair the modified ban with a robust safety campaign.** Something like **Be Safe – Boundaries** (35 feet away from all fireworks being lit), **Brace** (always brace fireworks to avoid tip-over), and **Bucket** (always have a bucket of water on site, and put all used fireworks immediately into it). There are several safety campaigns available that can be shared throughout the community.

## Benefits of such a change

Modifying the fireworks ban allows for a **WIN-WIN-WIN-WIN** situation, which is detailed below.

1. **Aerial and explosive fireworks are still banned.** This allows police to continue enforcement of the items that cause the vast majority of fireworks problems and complaints (items that make big BOOMS, and items that fly around erratically). It is a **WIN** for those concerned about loud and dangerous fireworks (pet owners, veterans, etc.) as enforcement will still continue as it is now. The fireworks that people complain about will still be illegal and enforcement will remain.
2. **Families and neighborhoods can still have safe displays,** purchasing ground-based items at a neighborhood stand or tent. Data shows that these items are rarely the cause of fireworks problems, so allowing them provides a safe option for people, and keeps many people from going to the reservations, where they are offered dangerous and illegal fireworks. This reduces the number of those dangerous items brought back to the community. It is a **WIN** for those who enjoy small safe family or neighborhood fireworks celebrations.
3. **Non-profit groups that operate fireworks locations can still operate sites and receive the financial benefit** that comes from this fundraiser. Often, this is the primary fundraiser for many community-based groups such as Eagles or Rotary clubs, high school athletic or ASB programs, churches, etc. By allowing Safe and Sane sales, the money generated allows programs to

continue doing the work they do to benefit the community. This is a WIN for non-profit groups, and for the community who benefits from the work that they do.

4. Finally, **cities benefit from the tax revenue that comes in from sales.** This is a WIN for the cities and their budgets.

The pendulum of fireworks bans seems to be swinging back, as municipalities are realizing that, because we live near native reservations, which are not impacted by fireworks bans, we will always have fireworks. By allowing sale of Safe and Sane items, there are actually LESS of the troublesome fireworks being brought into communities with the modified ban. Some communities that have made this change include:

Auburn, WA

Snoqualmie, WA

Pasco, WA

Mt. Vernon, WA

State of Oregon

I would welcome the opportunity to speak with you further about this proposal, and to answer any questions you may have. Please feel free to contact me any time.

Katrina Dohn

206.355.9820

katrinadohn@gmail.com

## Chapter 8.24 FIREWORKS

Sections:

- 8.24.010 Definitions.**
- 8.24.020 Use of certain fireworks unlawful.**
- 8.24.030 Discharge of consumer fireworks.**
- 8.24.035 Discharge of consumer fireworks prohibited near forests and parks.**
- 8.24.040 Sale or purchase of consumer fireworks.**
- 8.24.050 Permit for consumer fireworks.**
- 8.24.060 Display of sign.**
- 8.24.070 Permit required for public display.**
- 8.24.080 Permit fees.**
- 8.24.090 Issuance – Nontransferable – Voiding.**
- 8.24.100 Applications for public display permit.**
- 8.24.110 Fire marshal authorized to adopt regulations.**
- 8.24.120 Special effects for entertainment media.**
- 8.24.130 Nonprohibited acts – Signal purposes, forest protection.**
- 8.24.135 Emergency fireworks ban sale and use.**
- 8.24.140 Violations.**
- 8.24.150 Effective date.**
- 8.24.160 Severability.**

### **8.24.010 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

A. "Chaser" means a small paper or cardboard tube that travels along the ground upon ignition. A whistling effect or other noise is often produced. The explosive composition used to create the noise may not exceed 50 milligrams.

B. "Consumer fireworks" means any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the United States Consumer Products Safety Commission, as set forth in 16 C.F.R. Parts 1500 and 1507 and including some small devices designed to produce audible effects, such as whistling devices, ground devices containing 50 milligrams or less of explosive materials, and aerial devices containing 130 milligrams or less of explosive materials and classified as fireworks containing UN0336 by the United States Department of Transportation at 49 C.F.R. Section 172.101 as of the effective date of the ordinance codified in this section, and not including fused set pieces containing components which together exceed 50 milligrams of salute powder. Consumer fireworks include, but are not limited to, fireworks devices commonly known as the following: sparklers, morning glory, ground spinners, multi-aerials, helicopters, parachutes, cone and fountains, Roman candles, wheels, novelties, snakes, cakes and smoke devices.

C. "Firecracker" or "salute" means a small paper-wrapped or cardboard tube containing not more than 50 milligrams of pyrotechnic composition. Upon ignition, noise and a flash of light is produced. External dimensions shall not exceed one and one-half inches in length or one-quarter inch in diameter.

D. "Forest lands" means any unimproved lands which have enough trees, standing or down, or flammable material, to constitute a fire menace to life or property. Brush and grass areas may be considered forest lands when such areas are adjacent to or intermingled with areas supporting tree growth.

E. "Missile-type rocket" means a device similar to a sky rocket in size, composition and effect that uses fins rather than a stick for guidance and stability.

F. "Mortar-type firework" means a device including a shell or shells, typically round or cylindrical, that is launched by a lift charge and uses a mortar tube.

G. "Sky rocket" means a tube not exceeding one-half inch (12.5 millimeters) inside diameter that may contain up to 20 grams of pyrotechnic composition. Sky rockets contain a wooden stick for guidance and stability and rise into the air upon ignition. A

burst of color or noise or both is produced at the height of flight. (Ord. 3204 § 1, 2004).

#### **8.24.020 Use of certain fireworks unlawful.**

Whether permitted by state law or not, the manufacture, storage, transportation (except in interstate commerce), sale at wholesale or retail, possession or discharge of firecrackers, salutes, chasers, sky rockets and missile-type rockets and mortar-type fireworks is prohibited in the city, except as allowed by this chapter. (Ord. 3204 § 1, 2004).

#### **8.24.030 Discharge of consumer fireworks.**

Notwithstanding any provision of state law, it shall be unlawful to use or discharge consumer fireworks at any time except for the following: on July 4th between the hours of 12:00 p.m. until 12:00 a.m. Nothing in this section shall be construed to permit the use or discharge of firecrackers, salutes, chasers, sky rockets, missile-type rockets, or mortar-type fireworks at any time except pursuant to a valid permit issued by the fire chief for a public or private display of display fireworks. (Ord. 3276 § 1, 2005).

#### **8.24.035 Discharge of consumer fireworks prohibited near forests and parks.**

Notwithstanding any provision of state law, it shall be unlawful to use or discharge consumer fireworks within 300 feet from any forest lands or parks within the city. (Ord. 3204 § 1, 2004).

#### **8.24.040 Sale or purchase of consumer fireworks.**

Notwithstanding any provision of state law, it shall be unlawful to sell or purchase consumer fireworks at any time except for the following: From 12:00 noon to 11:00 p.m. on the 28th of June, from 9:00 a.m. to 11:00 p.m. on each day from the 29th of June through the 4th of July, and from 12:00 noon to 11:00 p.m. on each day from the 27th of December through the 31st of December of each year. (Ord. 3204 § 1, 2004).

#### **8.24.050 Permit for consumer fireworks.**

Pursuant to RCW 70.77.260, any person desiring to manufacture, import, possess, or sell

any fireworks at wholesale or retail for any use shall apply in writing to a local fire official for a permit. All applications must be submitted by May 1st for sales commencing on June 28th. (Ord. 3204 § 1, 2004).

#### **8.24.060 Display of sign.**

Any person or organization that sells consumer fireworks within the city limits shall prominently display a sign or signs designed and produced by the fire marshal to inform the public of the times and dates for which the use or discharge of consumer fireworks is permitted. (Ord. 3204 § 1, 2004).

#### **8.24.070 Permit required for public display.**

It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter. (Ord. 3204 § 1, 2004).

#### **8.24.080 Permit fees.**

Every person, firm or corporation shall, prior to obtaining any public display permit as provided in this chapter, pay a permit fee of \$100.00 payable in advance. In addition, in the event that the location specified in the permit has unusual parameters, limitation or risks requiring inspection over and above that anticipated in the establishment of this fee, a charge for inspection shall be paid by the applicant equal to the actual cost of providing the inspection. (Ord. 3204 § 1, 2004).

#### **8.24.090 Issuance – Nontransferable – Voiding.**

Each public display issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code. (Ord. 3204 § 1, 2004).

#### **8.24.100 Applications for public display permit.**

Applications for a permit to hold, conduct or operate a public display of fireworks shall be made to the Mount Vernon fire marshal at least 21 days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements set forth in any regulations authorized by the fire marshal pursuant to MVMC 8.24.070. (Ord. 3204 § 1, 2004).

#### **8.24.110 Fire marshal authorized to adopt regulations.**

The fire marshal appointed pursuant to MVMC 15.08.040 is authorized to adopt reasonable rules and regulations to implement the provisions set forth in this chapter, giving due regard to the prevention of fire, property damage and injury; provided, however, that any rule or regulation that is more restrictive than state law as to the types of fireworks that may be sold shall have an effective date no sooner than one year after adoption. A copy of such rules and regulations shall be maintained for copying and inspection in the office of the finance director. (Ord. 3204 § 1, 2004).

#### **8.24.120 Special effects for entertainment media.**

This chapter does not prohibit the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio, or television production, theatricals or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the city of Mount Vernon to purchase, possess, transport or use such fireworks. (Ord. 3204 § 1, 2004).

#### **8.24.130 Nonprohibited acts – Signal purposes, forest protection.**

This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for the use in forest protection activities. (Ord. 3204 § 1, 2004).

#### **8.24.135 Emergency fireworks ban sale and use.**

Upon recommendation of the mayor, the city council may issue a city-wide temporary order prohibiting the sale, possession and use of consumer fireworks. Said recommendation shall be based on a reasonable and articulable belief that hazardous conditions exist where the sale and use of consumer fireworks pose a severe wildland-

urban interface fire hazard, increasing risk and/or threatening public safety. Prior to making the recommendation, the mayor shall consult the fire chief and police chief for best available public safety information pertinent to the conditions. Said information shall be communicated to the council as part of the mayor's recommendation. The temporary emergency order shall specify the time period it shall be in effect. The emergency order may be canceled by the city council prior to its expiration date, based on recommendation from the mayor after consultation with the fire chief and police chief as to prevailing conditions.

In the event of any such prohibition, all damages claimable against the city by any holder of a license or permit to use or sell such fireworks shall be limited to the cost of any such license or permit granted by the city. All claims against the city as a result of a temporary emergency order issued under this section shall be submitted to the city finance director within six months of the date the order issued. (Ord. 3680 § 1, 2016).

#### **8.24.140 Violations.**

Unless otherwise provided below, any person violating or failing to comply with the provisions of this chapter which does not also constitute a violation of state law shall be guilty of a civil infraction and, upon conviction thereof, shall be punished by a fine of \$50.00 for the first offense, \$100.00 for the second offense, \$150.00 for the third offense and \$200.00 for each offense within a three-year period. Any violation of this chapter which also constitutes a violation of state law shall be punishable under state law penalties. In addition, any fireworks that are involved in the violation may be confiscated. Any person violating or failing to comply with a temporary order issued pursuant to MVMC 8.24.135 shall be guilty of a civil infraction and, upon conviction thereof, shall be punished by a fine of \$500.00 for each offense. (Ord. 3680 § 2, 2016; Ord. 3204 § 1, 2004).

#### **8.24.150 Effective date.**

Pursuant to RCW 77.77.250, the ordinance codified in this chapter shall be in effect on June 28, 2005. (Ord. 3204 § 1, 2004).

#### **8.24.160 Severability.**

If any chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances is not affected. (Ord. 3204 § 1, 2004).







## WHAT IS LEGAL. WHAT IS SAFE.

Your guide to Fourth of July

# FIREWORKS IN MOUNT VERNON

- 1** Fireworks are permitted on July 4, from noon to midnight.
- 2** Fireworks purchased inside city limits are legal to light within city limits.

### Top Safety Tip : Watch a Professional Display

The city is planning a professional firework display at Edgewater Park for the Fourth of July. Event logistics will be based on state COVID-19 guidelines and safety measures at that time. Please visit [mountvernonwa.gov](http://mountvernonwa.gov) for details in late June/early July.

- 3** Fireworks are advertised like toys. But fireworks can injure you or your loved ones.

For safety information, please visit:

[mountvernonwa.gov/safeandlegalfireworks](http://mountvernonwa.gov/safeandlegalfireworks)



## QUÉ ES LEGAL. QUÉ ES SEGURO.

Su guía de tirar

# COHETES EN MOUNT VERNON

### El mejor consejo: vea un espectáculo de fuegos artificiales profesional

La ciudad está planeando un espectáculo de fuegos artificiales profesional en Edgewater Park el 4 de Julio. El espectáculo corresponderá con las directrices estatales y las medidas de seguridad actuales sobre COVID-19. Visite [mountvernonwa.gov](http://mountvernonwa.gov) para obtener detalles a finales de junio/principios de julio.

Para más información sobre seguridad, por favor visite: [mountvernonwa.gov/safeandlegalfireworks](http://mountvernonwa.gov/safeandlegalfireworks)

- 1** Los cohetes están permitidos el 4 de julio, desde el mediodía hasta la medianoche.
- 2** Los cohetes comprados dentro de los límites de la ciudad son legales para encender dentro de los límites de la ciudad.
- 3** Los cohetes están promocionados como juguetes. Pero los cohetes pueden lastimar a usted o a sus seres queridos.

# Mount Vernon, Washington LEGAL CONSUMER FIREWORKS

for sale in tents and stands per MVMC 8.24

## Cylindrical Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



## Helicopters, Aerial Spinners

A propeller or blade is attached, which, upon ignition, lifts the rapidly spinning device into the air. A visible or audible effect is produced at the height of flight.



## Cone Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



## Smoke Devices

Tube or sphere containing pyrotechnic composition that, upon ignition, produces a white or colored smoke as a primary effect.



## Parachutes

Upon ignition, one or more parachutes are propelled into the air with stars, smoke, and other effects being discharged as the parachute floats downward.



## Wheels

Pyrotechnic device attached to a post or tree by means of a nail or string. A wheel may contain up to six "driver" units; upon ignition, the wheel revolves, producing a shower of color and sparks and, sometimes, a whistling effect.



## Ground Spinners

A small device similar to a wheel in design and effect. When placed on the ground and ignited, a shower of sparks and color is produced by the rapidly spinning device.



## Dipped Stick, Sparkler

Stick or wire coated with pyrotechnic composition that produces a shower of sparks upon ignition. Total pyrotechnic composition not to exceed 100 grams per item.



## Novelties

"Trick and Novelty Devices" means any small firework device not classified as a Consumer of Display Firework. Items contain a small amount of pyrotechnic composition that is friction sensitive.



# Fireworks and Explosive Devices that are Illegal in Mount Vernon, Washington



**Federally Legal Consumer Fireworks:** These items are legal to purchase, possess, and discharge only at an Indian Reservation. Possession and/or use off the reservation is illegal.

### Firecrackers

Generally 1/4" x 1 1/2" or less that come in packs to large bricks. A firecracker makes a single "pop" sound. Many firecrackers strung together will make repetitive "popping" sounds.



### Sky Rockets and Missiles

Similar to the Bottle Rocket, a Sky Rocket is attached to a stick or has fins and may have a plastic cap. A missile will have fins rather than a stick. Once lit, it ascends rapidly, high into the air where it explodes.



### Bottle Rockets

A firecracker type (tube) attached to a 12" long wooden stick. The stick is placed in a bottle and once lit, it rises into the air, travelling laterally before exploding.



### Reloadable Mortars

A shell consisting of a container, a lift charge, a time fuse, a burst charge, and stars/effects. The lift charge propels the shell out of the tube igniting the burst charge at the right altitude, igniting the effects.



**Illegal Explosive Devices:** The possession, manufacturing, or using of illegal Explosive Devices is a criminal offense.

### M-80's, M-100's, etc.

Illegal since the 70's, an M-80 can contain flash powder, black powder, or a composition of materials that are sensitive to shock and can injure or kill people. Can do serious permanent damage to fingers, hands, and eyes.

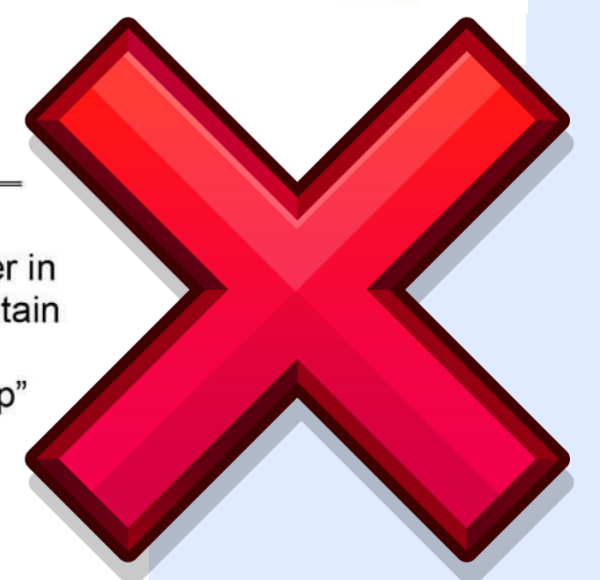
### Improvised Explosive Device (IED)

A pipe bomb is an improvised explosive device, consisting of a tightly sealed section of pipe that is filled with an explosive material. The pipe provides containment, meaning that a low explosive can be used to produce a relatively large explosion.

A tennis ball bomb is an improvised explosive device consisting of a tennis ball filled with combustibles or pyrotechnic material with a fuse producing a loud explosion.

### Altered Firework

Sparklers are bound together in electrical or duct tape to contain the ignition of the sparklers, providing for a loud "whoomp" sound with a flash of light.



Pictures shown are for illustrative purposes only and are not an endorsement of any brand or style of consumer firework.

# Fireworks Laws and Regulations for the City of Snoqualmie

## Aerial Devices Are Not Legal in Snoqualmie City Limits

Remember: Even if you buy fireworks at a state-stand or on a reservation, they may not be legal in the City of Snoqualmie.

### ILLEGAL FIREWORKS IN SNOQUALMIE

### ILLEGAL IN SNOQUALMIE & WA STATE

Parachutes	Roman Candles	Air Spinners & Helicopters	Torches	Firecrackers	Bottle Rockets (and altered fireworks)
					
Bees/Butterflies/Etc.	Cakes	Mines	Shells	Explosive Devices	Sky Rockets & Missiles
					

### LEGAL FIREWORKS IN SNOQUALMIE

### OTHER REGULATIONS

Novelties	Snap-Its/Pop-Its	Cone Fountain	Cylindrical Fountain	<ul style="list-style-type: none"> <li>No fireworks may be possessed or discharged in any public park, which is a civil infraction.</li> <li>By state law, fireworks sales are limited to people age 16 and older.</li> <li>Hours Allowed for Discharge of Legal Fireworks in Snoqualmie: <u>July 4, 2016 from 9 a.m. to midnight</u> <u>December 31, 10 p.m. to 12:30 p.m.</u></li> </ul>
				
Hand-held Sparklers	Ground Spinners	Wheels	Smoke Devices	
				

